HACH COMPANY'S SOFTWARE SUPPORT AGREEMENT
FOR HACH'S WATER INFORMATION MANAGEMENT SOLUTION™ (WIMS™)

The Licensee agrees to contract for and HACH agrees to provide to Licensee the Software Support Program specified below for the Software specified in and upon the terms and conditions of the Hach Company's License Agreement and Terms and Conditions of Services for Hach's Water Information Management Information Management Solution™ **(WIMS™)** and of this Software Support Agreement ("SSA").

1. DEFINITIONS

"Update ", reflected by a change in the second digit of the release number (right of the decimal), includes changes, modifications or improvements that improve operating performance or efficiency of the Software, but do not alter the basic functions the Software performs An update shall include the provision of Error Corrections at no additional charge for each copy of the Software being maintained under this SSA.

"Upgrade" is reflected by a change in the first digit of the release number (left of the decimal), includes changes, modifications or improvements which render the Software capable of performing additional basic functions that are different from those provided in the original version or may introduce incompatibilities with previous versions. Upgrades are not covered under this SSA and are provided at then-current list price.; some discounts may apply.

"Error" means any failure of the Software to conform in any material respect to its published specifications.

"Error Correction" means either a modification or addition that, when made or added to the Software, brings the Software into material conformity with its published specifications, or a procedure or routine that, when observed in the regular operation of the Software, avoids the practical adverse effect of such nonconformity.

"Incident" means any single instance of support provided as described in paragraph 3, "Scope of Maintenance". In the event of a dispute concerning the definition of an incident, HACH reserves the exclusive right to determine what constitutes an incident and whether it is chargeable or not.

HACH RESERVES THE EXCLUSIVE RIGHT TO DETERMINE WHAT CONSTITUTES AN UPDATE or an UPGRADE.

2. TERM:

The term for the Software Support Program shall commence upon crediting payment for this SSA. The term shall continue until the expiration date, normally one year from when payment is credited. The SSA shall expire unless and until Licensee issues a purchase order or payment to renew. HACH agrees to provide Licensee written notice of the expiration, which shall also include notice of any price increase for the upcoming annual term, if applicable.

3. SCOPE OF MAINTENANCE:

During the maintenance term, HACH agrees to basic maintenance services in support of the Software. Basic maintenance services shall consist of:

a. HELP DESK: HACH's personnel will be available to Licensee by telephone hotline and electronic mail message to seek assistance in use of the Software as well as report, identify, diagnose and correct Errors during the hours of 6:30 AM to 5:00 PM, Mountain Standard Time, Monday through Friday, nationally recognized holidays excluded. HACH shall provide answers to reasonable and specific questions about the installation, setup, configuration, and use of HACH products. The answer, when provided, may be provided in the form of a reference to sources of information where the answer can be found. In addition, HACH may refer the Licensee or its representative to sources of information not provided by HACH.

b. WEBSITE: HACH will provide Licensee with access to technical information and Error tracking via HACH's Customer Support Portal.

c. ERROR CORRECTION. HACH shall be responsible for using all reasonable diligence to correct verifiable and reproducible Errors when reported to HACH in accordance with its standard reporting procedures. The Error Correction, when completed, may be provided in the form of an Update.

d. UPDATES. HACH may, from time to time issue updates of the Software, for Error Corrections, to their customers, whenever the following conditions apply: i) if the number of corrections on a specific version of the software are so great that the release of the update is necessary; ii) if due to an error Licensee is able to use the software only with limited or restricted functionality. HACH shall provide Licensee with one (1) copy of each updated version for each copy of the Software being maintained under this SSA, without additional charge. HACH shall provide reasonable assistance to help Licensee install and operate each updated version. The software may be mailed or downloaded from the Hach Customer Support Portal.

e. UPGRADES. HACH is under no obligation to provide Licensee with Upgrades of the software as part of this SSA. Upgrades will be available for Licensee to be purchased at the then current retail price; discounts may apply.

f.   STAFF. HACH shall maintain a trained staff capable of rendering the services set forth in this SSA.

4. ADDITIONAL SERVICES:

HACH may provide additional services, as mutually agreed, in support of the Software, subject to payment of its standard rates then in effect:

a. CUSTOMIZATIONS. HACH will consider and evaluate the development of additional functionality to the software for Licensee's specific use and will respond to Licensee's requests for additional services pertaining to the Software (e.g., as data conversion, additional functionality, additional reports, and report-formatting assistance). HACH will not undertake any additional functionality, customization or related work without first providing Licensee with a dollar estimate of the work, and receiving a signed work order or purchase order for the customized software. Customizations are not guaranteed to work with future Releases or Upgrades. In addition, HACH retains exclusive ownership of all Customizations and reserves the right to include Customizations in future Updates or Upgrades of the Software.

b. BACK-LEVEL SUPPORT. If Licensee chooses not to install any Update, HACH will maintain back-level versions of the Program at Licensee's request, at extra charge (payable by a Purchase Order or Check), on a best-efforts basis and subject to availability of technical support staff.

c. TRAINING. HACH does not provide training through this SSA, including training by telephone hotlines, email, fax, or postal mail. Training can be provided at an additional cost. The terms of training are covered under a separate agreement. Contact HACH for information concerning these terms.

5. COOPERATION OF LICENSEE, LICENSEE'S OBLIGATIONS:

i) Licensee agrees to notify HACH promptly following the discovery of any Error; ii) upon discovery of an Error, Licensee agrees, if requested by HACH, to submit to HACH a listing of any data that HACH may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered; iii) Licensee agrees to install the latest version of the Software provided to Licensee by HACH; iv) Licensee agrees to provide HACH with reasonable access (via remote telecommunications or on-site access at Licensee's premises) to Licensee's copies of the Software to the extent necessary, at HACH's discretion, to enable HACH to meet its obligations under this SSA; v) Licensee, at its own expense, shall provide access to its copies of the Software, via Internet and HACH shall have no liability to Licensee if HACH's ability to render support is impaired by Licensee's inability to provide such access; vi) Licensee shall designate one primary contacts and one alternate support contact to be generally available during the hours Help Desk services are provided; vii) Licensee shall communicate with HACH in English only.

6. EXCEPTIONS:

The following matters are not covered by basic maintenance: a) Any problem resulting from the misuse, improper use, alteration, or damage of the Software; b) any problem caused by modifications in any version of the Software not made or authorized by HACH; c) any problem resulting from programming not related to the Software, at HACH's discretion; d) any problem resulting from the combination of the Software with such other programming or equipment to the extent such combination does not constitute regular use of the Software. Licensee will be responsible to pay HACH's normal charges and expenses for time or other resources provided by HACH to diagnose or attempt to correct any such problem. In addition, Licensee is responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the Software and to obtain maintenance services from HACH. HACH will not be responsible for delays caused by events or circumstances beyond its reasonable control.

7. FEES AND EXPENSES:

Annual renewal rates are due and payable thirty (30) days following Licensee's receipt of an invoice provided HACH submits an invoice prior to the beginning of the initial and each renewal year of maintenance thereunder. Maintenance fees do not include travel and living expenses for installation and training, file conversion costs, products and services, directories, consulting services, or the costs of any hardware, or any item excluded as described in paragraph 6, Exceptions. HACH reserves the right to require prepayment or advance deposit for such additional charges or expenses in some instances. Licensee agrees to pay such fees and costs as the services are rendered and the expenses incurred, as invoiced by HACH. Licensee is also responsible for sales or use taxes and state or local property or excise taxes associated with Licensee's licensing, possession, or use of the Software or any associated services. Fee increases will not exceed twenty five percent (25%) for any annual renewal of the HACH Software Support Program for the originally purchased software. If new modules or add-ons were purchased during the contract term, the value of this software will be included in the renewal which may increase the fee to more than 25%..

8. LATE CHARGES:

If any fees or expenses are not paid within thirty (30) days after they are due, HACH may, at its option, charge a re-enrollment fee representing a percentage of the lapsed support contract revenue.

9. USE AND RESTRICTIONS:

Licensee's rights and obligations concerning the use of any Error Corrections, Updates, or Upgrades (or any other programming provided by HACH regardless of its form or purpose) shall be as provided in the Software License Agreement of the Software. HACH shall have sole and exclusive ownership of all right, title, and interest in and to such works (including ownership of all copyrights and other intellectual property rights

pertaining thereto), subject only to the license expressly granted to Licensee therein. Unless otherwise agreed, Licensee is entitled to make and use only the number of copies of such works as Licensee is authorized to use of the Software to which they relate, and Licensee agrees to return or destroy, as requested by HACH, superseded copies of the Software when replaced by such works. Licensee may resort solely to the indemnification rights provided by HACH contained in the Software License Agreement in the event of any issue or claim concerning title or intellectual property rights.

10. LIMITED WARRANTY: HACH shall perform its services hereunder in a workmanlike manner. Notwithstanding the addition of any Error Correction or Update to the Software for purposes of the Software License Agreement, HACH's obligation to correct Errors in such additions shall be limited to the maintenance terms of this SSA. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, HACH SHALL HAVE NO LIABILITY FOR THE SOFTWARE OR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE; HACH MAKES AND LICENSEE RECEIVES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS SSA OR ANY OTHER COMMUNICATION; AND HACH SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY, EXCLUSION OF CONSEQUENTIAL DAMAGES: The cumulative liability of HACH to Licensee for all claims relating to the Software and any services rendered hereunder, in contract, tort, or otherwise, shall not exceed the total amount of all service fees paid to HACH for services within the prior year. In no event shall HACH be liable for any consequential, indirect, special, or incidental damages, even if has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

12. TERMINATION:
  a. EARLY TERMINATION: Either party may terminate this SSA prior to expiration of the Initial Term, provided a thirty (30) days written notice is given to the other party. HACH shall have no obligation to refund any fees paid upon execution of this SSA, once such fees have been delivered to HACH.
  b. TERMINATION FOR BREACH: Either HACH or Licensee may terminate this SSA immediately upon the occurrence of an uncured breach by the other party of a material provision of this SSA, or any other agreement that exists between HACH and Licensee. This includes but is not limited to the Software License Agreement, Professional Services Agreement(s) and corresponding Work Orders or any other agreement that may exist between HACH and Licensee. An uncured breach is defined as a breach or violation of any agreement that the breaching party has not corrected to the non-breaching party's reasonable satisfaction within thirty (30) days after the non-breaching party has provided the breaching party with written notice specifying details of the breach.
  c. TERMINATION FOR FINANCIAL CONDITION: Either party may terminate this SSA on the occurrence of the filing of a petition or seeking of relief under applicable bankruptcy or insolvency laws by or against the other party.

13. NOTICES: All notices or other communications required to be given hereunder shall be in writing and shall be delivered either personally, electronic mail or by U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided in this SSA or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed.

14. BINDING EFFECT: This SSA shall be binding upon and inure to the benefit of the parties hereto, their successors, and permitted assigns or other legal representatives.

15. GOVERNING LAW: This SSA shall be governed by and construed and enforced in accordance with the laws of the State of Colorado as it applies to a contract made and performed in such state.

16. MODIFICATIONS AND WAIVERS: This SSA may not be modified except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this SSA.

17. ENTIRE AGREEMENT: This SSA along with Hach Company's License And Terms and Conditions Of Services For Hach's Water Information Management Solution™ (Wims™) is the complete and exclusive statement of the agreement between the parties and supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof.

18. SEVERABILITY: If any provision of this SSA becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this SSA shall continue in full force and effect without said provision; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the SSA to the other party.

19. WAIVER OF BREACH: No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

20. AUTHORITY TO EXECUTE: Licensee warrants and represents to HACH that this SSA shall be binding once executed, and that the individual executing this document is authorized or has been empowered to do so.

IN WITNESS THEREOF, the parties have executed this SSA as of the date set forth below.

LICENSEE:

_____
Signature

_____
Printed / typed name

_____ _____
Title   Date

HACH:

_____
Signature

_____
Printed / typed name

_____ _____
Title   Date